

## EXHIBIT “A”

1 THORNTON DAVIDSON #166487  
2 Thornton Davidson & Associates  
3 2055 San Joaquin Street  
4 Fresno, CA 93721  
5 Telephone: (559)256-9800  
6 Telefax: (559)256-9791

7 Attorney for Plaintiff

E-filing

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FILED

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RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

8 U.S. DISTRICT COURT OF CALIFORNIA, NORTHERN DISTRICT  
9 (SAN FRANCISCO DIVISION)

10 MICHAEL CREMIN,

11 Plaintiff,

12 vs.

13 McKESSON CORPORATION  
14 EMPLOYEES' LONG TERM DISABILITY  
15 BENEFIT PLAN.

16 Defendant

Case No.:

**C 04 4394**

**COMPLAINT FOR DECLARATORY  
RELIEF**

17 Plaintiff MICHAEL CREMIN ("PLAINTIFF") alleges as follows:

18 **JURISDICTION**

19 1. PLAINTIFF's claim for relief arises under the Employee Retirement Income  
20 Security Act of 1974, as amended ("ERISA"), 29 U.S.C. section 1132(a)(1) and (3). Pursuant to  
21 29 U.S.C. section 1331, this court has jurisdiction over this action because this action arises  
22 under the laws of the United States of America. 29 U.S.C. section 1132(c)(1) provides for  
23 federal district court jurisdiction of this action.

24 **VENUE/INTRADISTRICT ASSIGNMENT**

25 2. Venue is proper in the Northern District of California because the acts and  
26 occurrences giving rise to PLAINTIFF's claim for relief took place in San Francisco, California  
27 in that PLAINTIFF is and was a resident of San Francisco County, California, when  
28 DEFENDANT terminated his long-term disability benefits. Therefore, 29 U.S.C. section  
1132(c)(2) provides for venue in this court in the San Francisco Division.

COMPLAINT FOR DECLARATORY RELIEF - 1

**PARTIES**

3. PLAINTIFF is, and at all times relevant hereto was, a participant, as that term is defined by 29 U.S.C. section 1000(7), of the McKESSON CORPORATION EMPLOYEES' LONG TERM DISABILITY BENEFIT PLAN ("The Plan") and thereby entitled to receive benefits there from. PLAINTIFF was a beneficiary because until his termination due to disability, he was an employee of McKesson Corporation, which established The Plan.

4. DEFENDANT The Plan is an employee welfare benefit plan organized and operating under the provisions of ERISA, 29 U.S.C. section 1001 et seq.

**CLAIM FOR RELIEF**

5. The Liberty Life Assurance Company of Boston insured the Plan and acted on behalf of the Plan in all matters alleged herein.

6. The Plan provides long-term disability benefits after an elimination period of 180 days, which, for a person under the age of 60 at the time the disability occurred, as was PLAINTIFF herein, such benefits potentially could continue until age 65.

7. In order to be eligible for benefits under the Plan, an employee must meet The Plan's definition of total disability. The Plan defines total disability, as follows:

"You are Totally Disabled if:

1. you are unable to perform the important duties of your own occupation on a Full-time or part-time basis because of Injury or Sickness that started while insured under the Group Policy; and
2. you do not work at all; and
3. you are receiving Doctor's Care. We will waive this requirement if We receive written proof acceptable to Us that further Doctor's Care would be of no benefit to you."

8. PLAINTIFF was employed by McKesson Corporation as a Director of Profitability Analysis.

9. PLAINTIFF became totally disabled and ceased to work on September 9, 1998.

1 10. PLAINTIFF remained disabled through the elimination period of the Plan, which  
2 ended March 5, 1999.

3 11. PLAINTIFF applied for and was granted Long Term Disability ("LTD") benefits  
4 from the Plan effective May 17, 1999.

5 12. PLAINTIFF also applied for Social Security Disability benefits. By letter dated  
6 August 16, 1999 PLAINTIFF was awarded Social Security Disability benefits of \$1,455.80 per  
7 month.  
8

9 13. By letter dated September 21, 1999 The Plan demanded repayment of \$11,640 for  
10 over-payment of Social Security Disability benefit payment. PLAINTIFF repaid the full amount.  
11

12 14. The Plan acknowledged receipt of payment from PLAINTIFF of \$11,640 by letter  
13 Dated December 1, 1999.

14 15. DEFENDANT is judicially and collaterally estopped to deny that PLAINTIFF is  
15 totally disabled under The Plan because:  
16

17 a. DEFENDANT required PLAINTIFF to apply for Social Security  
18 Disability benefits.

19 b. PLAINTIFF did so, and was awarded such benefits.

20 c. Pursuant to the terms of The Plan, all such benefits, except COLA's were  
21 paid or used to decrease DEFENDANT's obligation to PLAINTIFF.  
22

23 16. By letter dated August 30, 2002 The Plan terminated benefits to PLAINTIFF,  
24 giving 60 days to appeal the decision.

25 17. By letter dated October 30, 2002 PLAINTIFF timely appealed the Plan's  
26 termination of his LTD benefits.

27 18. By letter dated December 6, 2002 the Plan notified PLAINTIFF that his appeal  
28

1 was denied, and that PLAINTIFF had exhausted his administrative rights.

2 19. At all times mentioned herein PLAINTIFF was, and continues to be totally  
3 disabled under the terms of The Plan.  
4

5 20. This Court is required to review the termination of PLAINTIFF's LTD  
6 benefits de novo because:

- 7 A. The Plan does not unambiguously confer discretion on Plan fiduciaries to  
8 determine benefits claims and construe Plan terms; and such discretion is  
9 illegal.
- 10 B. Plan fiduciaries acted under an actual conflict of interest at the time they  
11 terminated PLAINTIFF's benefits:
- 12 i. They changed their position without receipt of new evidence.  
13 ii. They determined material facts without supporting evidence.  
14 iii. PLAINTIFF is informed and believes and thereon alleges that  
15 claims staff is given financial incentives to deny or terminate  
16 claims.  
17 iv. The Plan has unfair claims handling procedures. When benefits  
18 were terminated there was no notification to PLAINTIFF that he  
19 could receive a copy of the Plan's documents regarding his claim  
20 free of charge.  
21 v. When benefits were terminated the Plan used an inconsistent  
22 definition of disability than is in the summary plan description.  
23 vi. When benefits were terminated there was no description given of  
24 the Plan's review procedures and applicable time limits, including  
25 a statement of PLAINTIFF's right to bring a civil action.  
26 vii. PLAINTIFF is informed and believes and thereon alleges that Plan  
27 fiduciaries relied upon an internal rule, standard or criterion to  
28 terminate his benefits; however, when benefits were terminated he

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PAGE 7

1 was not advised that a copy of such internal rules, standards or  
2 criterion would be provided free of charge to her upon request.

3 viii. The Plan utilized unfair appeal procedures:

4 a. PLAINTIFF was not notified that he had the right, free of  
5 charge, to get copies of all documents relied upon to  
6 terminate his benefits.

7 d. The Plan failed to consider all new evidence submitted on  
8 appeal.

9 C, The Plan failed to take timely action on his appeal.

10 21. PLAINTIFF has exhausted all administrative remedies required to be exhausted  
11 under the terms of The Plan.

12 22. The Plan's denial of PLAINTIFF's long-term disability benefits was arbitrary and  
13 capricious, an abuse of discretion, and a violation of the terms of The Plan.

14 23. An actual controversy has arisen and now exists between PLAINTIFF and The  
15 Plan with respect to whether PLAINTIFF is entitled to long-term disability benefits under the  
16 terms of The Plan.

17 24. PLAINTIFF contends, and The Plan disputes, that PLAINTIFF is entitled to  
18 benefits under the terms of The Plan for long-term disability because PLAINTIFF contends, and  
19 DEFENDANT The Plan disputes, that PLAINTIFF is totally disabled.

20 25. PLAINTIFF desires a judicial determination of his rights and a declaration as to  
21 which party's contention is correct, together with a declaration that The Plan is  
22 obligated to pay long-term disability benefits, under the terms of The Plan,  
23 retroactive to the first day of his  
24  
25  
26  
27  
28

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1 eligibility, until and unless such time that PLAINTIFF is no longer eligible for such benefits  
2 under the terms of The Plan.

3  
4 26. A judicial determination of these issues is necessary and appropriate at this time  
5 under the circumstances described herein in order that the parties may ascertain their respective  
6 rights and duties, avoid a multiplicity of actions between the parties and their privities, and  
7 promote judicial efficiency.

8  
9 27. As a proximate result of DEFENDANT's wrongful conduct as alleged herein,  
10 PLAINTIFF was required to obtain the services of counsel to obtain the benefits to which he is  
11 entitled under the terms of the Plan. Pursuant to 29 U.S.C. section 1132(g)(1), PLAINTIFF  
12 requests an award of attorney's fees and expenses as compensation for costs and legal fees  
13 incurred to pursue PLAINTIFF's rights under the terms of The Plan.

14 WHEREFORE, PLAINTIFF prays judgment as follows:


15  
16 1. For declaratory judgment against DEFENDANT The Plan, requiring The Plan to  
17 pay long-term disability benefits under the terms of The Plan to PLAINTIFF for the period to  
18 which he is entitled to such benefits, with prejudgment interest on all unpaid benefits, until  
19 PLAINTIFF attains the age of 65 years or until it is determined that PLAINTIFF is no longer  
20 eligible for benefits under the terms of The Plan.

21  
22 2. For attorney's fees pursuant to statute.

23 3. For costs of suit incurred.

24 4. For such other and further relief as the Court deems just and proper.  
25

26 Dated: October 12, 2004

27  
28   
THORNTON DAVIDSON  
Attorney for Plaintiff  
MICHAEL CREMIN



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PAGE 9

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CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

8 U.S. DISTRICT COURT OF CALIFORNIA, NORTHERN DISTRICT

9 (SAN FRANCISCO DIVISION)

C 04

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EDL

10 MICHAEL CREMIN,

11 Plaintiff,

12 vs.

13 McKESSON CORPORATION  
14 EMPLOYEES' LONG TERM DISABILITY  
15 BENEFIT PLAN,

16 Defendant

Case No.:

PLAINTIFF'S CERTIFICATION OF  
INTERESTED ENTITIES OR PERSONS

[Civil Local Rule 3-16]

17 Pursuant to Civil Rule L.R. 3-16, PLAINTIFF certifies that the following listed persons,  
18 associations of persons, firms, partnerships, corporations or other entities (1) have a financial  
19 interest in the subject matter in controversy or in a party to the proceeding, or (2) have a non-  
20 financial interest in the subject matter or in a party that could be substantially affected by the  
21 outcome of the proceeding:

- 22 1. Plaintiff
- 23 2. Defendant
- 24 3. Defendant's Insurer, Liberty Mutual.

25 Dated: October 12, 2004

26   
27 THORNTON DAVIDSON  
28 Attorney for Plaintiff,  
MICHAEL CREMIN

CERTIFICATION OF INTERESTED ENTITIES OR PERSONS - 1



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*Per,  
Please calendar  
7*

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CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

MICHAEL CREMIN

Plaintiff(s)

-v-

MCKESSON CORPORATION

Defendant(s)

C 04-04394 EDL

ORDER SETTING INITIAL CASE MANAGEMENT  
CONFERENCE

IT IS HEREBY ORDERED that this action is assigned to the Honorable Elizabeth D. Laporte. When serving the complaint or notice of removal, the plaintiff or removing defendant must serve on all other parties a copy of this order, the handbook entitled "Dispute Resolution Procedures in the Northern District of California," the Notice of Assignment to United States Magistrate Judge for Trial, and all other documents specified in Civil Local Rule 4-2. Counsel must comply with the case schedule listed below unless the Court otherwise orders.

IT IS FURTHER ORDERED that this action is assigned to the Alternative Dispute Resolution (ADR) Multi-Option Program governed by ADR Local Rule 3. Counsel and clients must familiarize themselves with that rule and with the handbook entitled "Dispute Resolution Procedures in the Northern District of California."

CASE SCHEDULE [ADR MULTI-OPTION PROGRAM]

Date	Event	Governing Rule
10/18/2004	Complaint filed	
01/25/2005	Last day to meet and confer re initial disclosures, early settlement, ADR process selection, and discovery plan	FRCivP 26(f) & ADR LR 3-5
01/25/2005	Last day to file Joint ADR Certification with Stipulation to ADR process or Notice of Need for ADR Phone Conference	Civil L.R. 16-8
02/02/2005	Last day to complete initial disclosures or state objection in Rule 26(f) Report, file/serve Case Management Statement, and file/serve rule 26(f) Report	FRCivP 26(a) (1) Civil L.R.16-9
02/18/2005	Case Management Conference in Court E, 15th Floor, SF at 10:00 AM	Civil L.R. 16-10

1 UNITED STATES DISTRICT COURT  
2 NORTHERN DISTRICT OF CALIFORNIA  
3

4 NOTICE OF ASSIGNMENT OF CASE  
5 TO A UNITED STATES MAGISTRATE JUDGE FOR TRIAL  
6

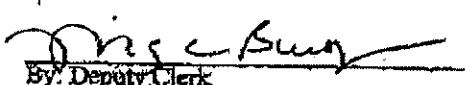
7 Pursuant to General Order 44, the Assignment Plan of the United States District Court  
8 for the Northern District of California, this case has been randomly assigned to Magistrate Judge  
9 ELIZABETH D. LAPORTE

10 Pursuant to Title 28 U.S.C. § 636(c), with written consent of all parties, a magistrate  
11 judge may conduct all proceedings in the case. Attached is a form to complete if you consent to  
12 proceed before the assigned magistrate judge and a form to complete if you decline to proceed  
13 before the assigned magistrate judge. Electronic versions of both forms are also available at the  
14 Court's Internet site: <http://www.cand.uscourts.gov>. Click on Forms-Civil. A party is free to  
15 withhold consent without adverse consequences. If a party declines to consent, the case will be  
16 randomly reassigned to a district judge and a case management conference will be scheduled on  
17 the district judge's calendar as close as possible to the date presently scheduled before the  
18 magistrate judge.

19 You must file your consent or declination by the deadline for filing the initial case  
20 management statement.

21 The plaintiff or removing party shall serve a copy of this notice and all attachments upon  
22 all other parties to this action pursuant to Federal Rules of Civil Procedure 4 and 5.  
23

24 FOR THE COURT  
25 RICHARD W. WIEKING, CLERK

26  
27   
28 By: Deputy Clerk

MARY ANN BUCKLEY

United States District Court

For the Northern District of California

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

No. C

Plaintiff(s),

CONSENT TO PROCEED BEFORE A  
UNITED STATES MAGISTRATE JUDGE

v.

Defendant(s).

CONSENT TO PROCEED BEFORE A UNITED STATES MAGISTRATE JUDGE

In accordance with the provisions of Title 28, U.S.C. Section 636(c), the undersigned party hereby voluntarily consents to have a United States Magistrate Judge conduct any and all further proceedings in the case, including trial, and order the entry of a final judgment. Appeal from the judgment shall be taken directly to the United States Court of Appeals for the Ninth Circuit.

Dated: \_\_\_\_\_

Signature \_\_\_\_\_

Counsel for \_\_\_\_\_  
(Plaintiff, Defendant or indicate "pro se")

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

Plaintiff(s),

No. EDL

v.

STANDING ORDER RE  
CASE MANAGEMENT CONFERENCE

Defendant(s).

Lead trial counsel who will try this case are directed to confer in advance of the Case Management Conference with respect to all matters contained in the attached Proposed Joint Case Management Order, including a discovery plan and discovery limits and all other matters described in Federal Rules of Civil Procedure 16(a), 16(b) and 26(f) and Civil Local Rule 16-10. Pursuant to Civil L.R. 16-10(a), lead trial counsel shall attend the Case Management Conference and be prepared to discuss all matters referred to in this order. Counsel shall have the authority to enter stipulations and make admissions regarding all matters described herein.

PLAINTIFF IS DIRECTED TO SERVE COPIES OF THIS ORDER AT ONCE UPON ALL PARTIES IN THIS ACTION AND UPON THOSE SUBSEQUENTLY JOINED IN ACCORDANCE WITH THE PROVISIONS OF FEDERAL RULES OF CIVIL PROCEDURE 4 AND 5 AND CIVIL LOCAL RULES 4 AND 5, and to file with the Clerk of the Court a Certificate reflecting such service.

Failure to comply with this order, the provisions of Federal Rule of Civil Procedure 16 and 26(f) or the provisions of Civil L.R. 16-10 may be grounds for sanctions. (See Fed. R. Civ. P. 16(f)).

Dated: January 26, 2001

  
ELIZABETH D. LAPORTE  
United States Magistrate Judge

STANDING ORDER

Magistrate Judge Elizabeth D. Laporte

- 1) Civil law and motion is heard on Tuesdays at 9:00 a.m. Criminal law and motion is heard on Tuesdays at 1:00 p.m. Counsel need not reserve a hearing date in advance. However, noticed dates may be reset as the court's calendar requires.
- 2) Case Management Conferences are heard on Tuesdays at 10:00 a.m. Pretrial Conferences are heard on Tuesdays at 2:00 p.m.
- 3) Discovery motions may be addressed to the Court in three ways. A motion may be noticed on not less than 35 days pursuant to Civil L.R. 7-2. Alternatively, any party may seek an order to shorten or enlarge time under Civil L.R. 6-3 if the circumstances justify that relief. In emergencies during discovery events, the Court is available pursuant to Civil L.R. 37-1(b).

In the event a discovery dispute arises, counsel (or if pro se, the party) seeking discovery or a protective order shall confer in good faith with opposing counsel (or pro se party) in an effort to resolve the dispute without court action, as required by Fed. R. Civ. P. 37 and Civil L.R. 37-1(a). A declaration setting forth these meet and confer efforts and the final positions of each party shall be included in the moving papers. The Court will not consider discovery motions unless the moving party has complied with Fed. R. Civ. P. 37 and Civil L.R. 37-1(a).

Motions to compel fact discovery must be filed no later than ten days after the fact discovery cutoff. Motions to compel expert discovery must be filed no later than ten days after the expert discovery cutoff.

- 4) The Court strives to set matters and render decisions in a timely manner. The Court encourages parties to advise the Court by letter to chambers of any matter that appears to have been unduly delayed.
- 5) For all papers filed in any matter pending before Judge Laporte, a chambers' copy shall be provided and clearly marked.
- 6) A paper chambers copy of all electronically filed documents must be delivered to the Court no later than 12:00 noon on the day after the document is electronically filed. The paper chambers copy must be marked "Chambers Copy" and must be lodged with the Clerk's Office, in an envelope clearly marked with the judge's name, case number, and "Chambers Copy." Parties must not file a paper copy of any document with the Clerk's Office that has already been filed electronically.

IT IS SO ORDERED.

Dated: March 3, 2004

  
ELIZABETH D. LAPORTE  
United States Magistrate Judge



## CIVIL COVER SHEET

JS 44-10, CALIF. (Rev. 6/87)

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON PAGE TWO)

### I. (a) PLAINTIFFS

MICHAEL CREMIN

### DEFENDANTS

MCKESSON CORPORATION EMPLOYEES'  
LONG TERM DISABILITY BENEFIT PLAN

### (b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF (EXCEPT IN U.S. PLAINTIFF CASES)

San Francisco

### COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE  
TRACT OF LAND INVOLVED, San Francisco

### (c) ATTORNEY'S FIRM NAME, ADDRESS, AND TELEPHONE NUMBER:

Thomson Davidson  
2055 San Joaquin Street  
Fremont, CA 93721

(559)256-9800

### ATTORNEYS (IF KNOWN)

### II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☒ 3 Federal Question (U.S. Government Not a Party)  
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

### III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

(For diversity cases only)

- |   | PTF                                   | DEF                                   |   | PTF                        | DEF                        |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2            | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3            | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

### IV. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding  
☐ 2 Removed from State Court  
☐ 3 Reinstated from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from Another District (specify)  
☐ 6 Multidistrict Litigation  
☐ 7 Appeal to District Judge from Magistrate Judgment

### V. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 101 Insurance <input type="checkbox"/> 102 Marine <input type="checkbox"/> 103 Miller Act <input type="checkbox"/> 104 Negotiable Instrument <input type="checkbox"/> 105 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 106 Medical Act <input type="checkbox"/> 107 Recovery of Detained Student Loans (and Veterans) <input type="checkbox"/> 108 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 109 Bonds/Deeds Sale <input type="checkbox"/> 110 Other Contract <input type="checkbox"/> 111 Contract of Product Liability	<b>PERSONAL INJURY</b> <input type="checkbox"/> 201 Airplane <input type="checkbox"/> 202 Airplane Product Liability <input type="checkbox"/> 203 Assault, Libel & Slander <input type="checkbox"/> 204 Federal Employees' Unemployment <input type="checkbox"/> 205 Marine <input type="checkbox"/> 206 Medical Product Liability <input type="checkbox"/> 207 Motor Vehicle <input type="checkbox"/> 208 Motor Vehicle Product Liability <input type="checkbox"/> 209 Other Personal Injury <b>PERSONAL INJURY</b> <input type="checkbox"/> 211 Personal Injury <input type="checkbox"/> 212 Medical Malpractice <input type="checkbox"/> 213 Personal Injury Product Liability <input type="checkbox"/> 214 Automobile Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 221 Other Fraud <input type="checkbox"/> 222 Title in Lending <input type="checkbox"/> 223 Other Personal Property Damage <input type="checkbox"/> 224 Property Damage Product Liability	<input type="checkbox"/> 301 Agriculture <input type="checkbox"/> 302 Other Food & Drug <input type="checkbox"/> 303 Drug Related Subjects of <input type="checkbox"/> 304 Liquor Laws <input type="checkbox"/> 305 R.R. & Truck <input type="checkbox"/> 306 Airline Regs. <input type="checkbox"/> 307 Occupational Safety/Health <input type="checkbox"/> 308 Other <b>LABOR</b> <input type="checkbox"/> 310 Fair Labor Standards Act <input type="checkbox"/> 311 Labor/Agmt. Relations <input type="checkbox"/> 312 Labor/Agmt. Reporting & Disclosure Act <input type="checkbox"/> 313 Railway Labor Act <input type="checkbox"/> 314 Other Labor Litigation <input type="checkbox"/> 315 Employment Sec. Security Act	<input type="checkbox"/> 401 Appeal 28 USC 158 <input type="checkbox"/> 402 Writ 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 403 Copyrights <input type="checkbox"/> 404 Patent <input type="checkbox"/> 405 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 406 SSA (405(a)) <input type="checkbox"/> 407 Black Lung (923) <input type="checkbox"/> 408 CIVIC/OWB (405(g)) <input type="checkbox"/> 409 SSDI Title XVI <input type="checkbox"/> 410 SSI (405(a)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 411 Tax (US Plaintiff or Defendant) <input type="checkbox"/> 412 IRS - Third Party 26 USC 7800	<input type="checkbox"/> 413 State Reapportionment <input type="checkbox"/> 414 Arbitration <input type="checkbox"/> 415 Bank and Banking <input type="checkbox"/> 416 Commercial/Consumer <input type="checkbox"/> 417 Corporation <input type="checkbox"/> 418 Federal Influenced and Corrupt Organizations <input type="checkbox"/> 419 Securities Service <input type="checkbox"/> 420 Securities/Commodity Exchange <input type="checkbox"/> 421 Customer Challenge 12 USC 3410 <input type="checkbox"/> 422 Agricultural Act <input type="checkbox"/> 423 Economic Stabilization Act <input type="checkbox"/> 424 Environmental Matters <input type="checkbox"/> 425 Energy Allocation Act <input type="checkbox"/> 426 Freedom of Information Act <input type="checkbox"/> 427 Appeal of Fed. Determination Under Equal Access to Justice Statute <input type="checkbox"/> 428 Other Statutory Actions

VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE; DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY) 28 U.S.C. section 1332 ERISA benefits

VII. REQUESTED IN COMPLAINT: ☐ CHECK IF THIS IS A CLASS ACTION DEMAND: Dec. Relief ☐ CHECK YES only if demanded in complaint  
UNDER FRCP, 23 JURY DEMAND: ☐ YES ☒ NO

VIII. RELATED CASE(S) IF ANY PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE "NOTICE OF RELATED CASE".

IX. DIVISIONAL ASSIGNMENT (CIVIL L.R. 3-2) (PLACE AN "X" IN ONE BOX ONLY) ☒ SAN FRANCISCO ☐ OAKLAND ☐ SAN JOSE

DATE 10-12-04 SIGNATURE OF ATTORNEY OF RECORD

SENT BY: LIBERTY MUTUAL;

264 6588;

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PAGE 16/17

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

MICHAEL CREMIN

SUMMONS IN A CIVIL CASE

CASE NUMBER: **C 04 4394**

V.

MCKESSON CORPORATION EMPLOYEES'  
LONG TERM DISABILITY BENEFIT PLAN

TO:

McKesson Corporation  
Corporate Headquarters  
One Post Street  
San Francisco, CA 94104

Corporate Secretary's Dept.

Received by Anne Shyrock  
Date received 10-28-04  
Manner received Personal

**YOU ARE HEREBY SUMMONED** and required to serve upon PLAINTIFF'S ATTORNEY:

Thornton Davidson  
Thornton Davidson & Associates  
2055 San Joaquin Street  
Fresno, CA 93721

an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgement by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

**RICHARD W. WIEKING**

OCT 18 2004

CLERK

**ANNA SPRINKLES**

DATE

(BY) DEPUTY CLERK



AO 440 (Rev. 10/97) Summons in a Civil Action

RETURN OF SERVICE		
Service of the Summons and Complaint was made by me <sup>1</sup>		DATE
Name of SERVER (PRINT)		TITLE
Check one box below to indicate appropriate method of service		
<input type="checkbox"/>	Served Personally upon the Defendant. Place where served: .....	
<input type="checkbox"/>	Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein. Name of person with whom the summons and complaint were left	
<input type="checkbox"/>	Returned unexecuted:	
<input type="checkbox"/>	Other (specify):	
STATEMENT OF SERVICE FEES		
TRAVEL	SERVICES	TOTAL
DECLARATION OF SERVER		
I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.		
Executed on _____		
Date		
Signature of Server _____		
Address of Server _____		

(1) As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure.